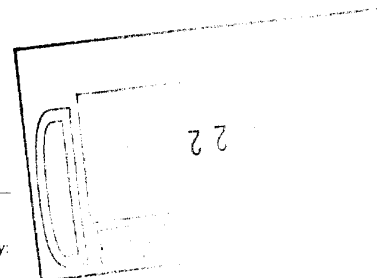


MRD 5-22-98

06-03-1998



100726765



To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party:

The Bank of Nova Scotia, as Collateral Agent

2. Name and address of receiving party:

The Plitt Theatres, Inc.
c/o Loews Theatres
711 Fifth Avenue, 11th Floor
New York, New York 10022

3. Nature of conveyance: Trademark Release

Execution Date: May 14, 1998

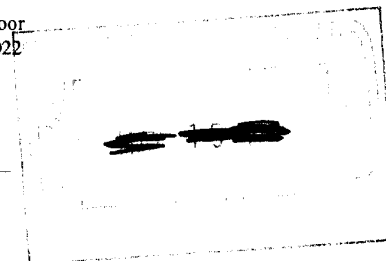
4. Application numbers and trademark numbers:

A. Trademark Application Nos.

B. Trademark Registration Nos.

1480084

1479072



5. Name and address of party to whom correspondence concerning document should be mailed:

John Halpin
O'Melveny & Myers LLP
Citicorp Center
153 East 53rd Street, 54th Floor
New York, NY 10022

6. Total number of applications and registrations involved 2

7. Total fee:

\$ 65 (Enclosed)

8. Deposit Account Number:

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John Halpin

Name of Person Signing

Signature

Date

5/21/98

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENTS:

06/02/1998 DCOATES 00000218 1430084

01 FC:481

40.00 OF

02 FC:482

25.00 OF

SCHEDULE "A"

REGISTERED TRADEMARKS

	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
1.	USA	NTI	1480084	March 8, 1988
2.	USA	NTI	1479072	March 8, 1988



H:\JFD\CINEPLEX\RELEASE.PLI

TRADEMARK
REEL: 1734 FRAME: 0191

RELEASE

THIS RELEASE, granted on this 14th day of May 1998, is delivered by THE BANK OF NOVA SCOTIA, in its capacity as the collateral agent (the "Collateral Agent") under the Security Agreement referred to below.

W I T N E S S E T H

WHEREAS, PLITT THEATRES, INC., a Delaware corporation, (the "Grantor") and the Collateral Agent have entered into a Security Agreement, dated as of June 23, 1994, pursuant to which the Grantor granted to the Collateral Agent a security interest in, among other things, all rights, title and interest in and to, among other things, the United States trademarks set forth on Schedule "A" hereto (the "Trademarks");

WHEREAS, the grant of the security interest was evidenced by, among other things, the Agreement (Trademark) between the Grantor and the Collateral Agent dated as of June 23, 1994 and filed with the United States Patent and Trademark Office (Reel 1179, Frame 105); and

WHEREAS, the Collateral Agent wishes to (i) terminate the Agreement (Trademark) against the Trademarks identified in Schedule "A" hereto attached, as recorded with the United States Patent and Trademark Office and (ii) release its security interest covering the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby releases its security interest in the Trademarks and discharges, quit claims and relinquishes unto the Grantor (in each case, without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Trademarks, and more particularly hereby releases the security interest granted to the Collateral Agent under the Security Agreement and the security interest in the Trademarks.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Release on the date first written above.

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By: 

Name: R. A. King

Title: Relationship Manager

Address: 44 King Street West
Suite 1200
Toronto, Ontario M5H 1H1